

HOSPITAL INTER-SYSTEM/NETWORKTRANSFER AGREEMENT

Hospital _____ and _____ Hospitals

This AGREEMENT, effective _____, is by and between **HEALTH SYSTEM**, and **HOSPITALS** (hereinafter referred to as Hospital").

WITNESSETH

WHEREAS, XXXX is a facility designed, equipped and staffed to provide acute hospital care, and whereas XXXX operates a unit for the care and treatment of _____ (Insert specialty or special population) patients;

WHEREAS, each party to this Agreement desires to provide its patients with continuity of care and appropriate treatment using skills, resources and the physical plant of both organizations in a coordinated and cooperative fashion to improve patient care at both the intensive/acute and the acute/post acute states of illness;

NOW THEREFORE, in consideration of the mutual advantages accruing to the parties hereto, Hospital one and hospital two hereby covenant and agree as follows:

1. The Board of Trustees of Hospital one and hospital two Board of Trustees shall have exclusive control of the management, assets and affairs of their respective institutions. Neither party by virtue of this Agreement, assumes any liability for any debts or financial or legal obligations incurred by the other party to the Agreement.
2. Hospital one agrees to promptly admit patients transferred from hospital two, and hospital two agrees to re-admit patients transferred back to hospital two from hospital one, providing customary admission requirements are met.
3. To facilitate timely transfer of patients between hospital one and hospital two
 - 3.1 Transfer shall take place upon the recommendation of an attending physician (who is a member of the medical staff of hospital two) that the transfer is medically appropriate.
 - 3.2 Arrangements shall be made with a physician member of the medical staff of hospital one to accept the patient before the patient is transferred.
 - 3.3 Hospital two:
 - 3.3.1 Cooperate with one to arrange appropriate transportation for the patient to and from one.

3.3.2 Hospital two will transfer personal effects, money, valuables and information relating to transferred patients and be responsible therefore until signed for by a representative of hospital one.

3.3.3 hospital two will arrange for a copy of completed transfer form and other pertinent clinical information, including lab work, to be delivered to hospital one with the patient, or in the case of an emergency, as promptly as possible after the transfer.

4. Each party agrees to comply with all government regulations affecting its obligations hereunder. Hospital one and hospital two shall abide by all current laws and regulations and shall maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations. Proof of the same will be furnished upon request.
5. The initial term of the Agreement shall be from the Effective Date of _____ and continue for (1) year. Thereafter, this Agreement shall automatically renew for an indefinite number of additional one-year terms unless one party notifies the other of its intention not to renew at least thirty (30) days before this Agreement is then scheduled to expire. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.
6. Any cancellation, withdrawal, or other termination of this Agreement as provided above shall not affect any rights accrued or liabilities incurred for any patients transferred prior to the termination of this Agreement. This contract shall continue to govern the rights, duties, and liabilities of the parties with respect to such patients.
7. All prior contracts or understandings between the parties concerning the transfer of patients are canceled by the execution of the Agreement. This termination of prior contracts shall not affect any rights, duties, or liabilities with respect to patients transferred under any prior contracts and such contracts shall continue to govern the rights, duties, and liabilities of the parties with respect to such prior transfers.
8. This Agreement may only be modified or amended by mutual agreement of the parties.
9. Neither party shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is first obtained from an authorized representative of the party whose name is to be used.
10. This Agreement shall not be assigned by either party without the express written consent of the other party.

11. The failure of either party to insist upon strict compliance with any of the terms of this Agreement shall not be deemed a waiver of the right to insist on strict compliance with such terms on future occasions.
12. Each party hereto agrees to provide the services required without regard to race, color, national origin, creed, sex, age or disability.
13. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other hospital, on either a limited or general basis, while this Agreement is in effect.
14. Billing. All charges incurred with respect to any services performed by either party for transferred patients pursuant to this Agreement shall be billed and collected by the party providing such services. In addition, it is understood that professional fees will be billed by the physicians or other professional providers that may participate in the care and treatment of the patient at usual and customary charges. Reimbursement shall be in accordance with Exhibit A.
15. Changes in the Law. In the event any applicable laws or regulations are enacted or changed during the term of this Agreement, which new statutes/regulations or changes create a potential illegal relationship between the parties, or materially impacts the Agreement, then the parties agree to immediately meet and determine what, if any, amendments to this Agreement must be made so that compliance with such applicable laws and/or regulations may result.
16. Professional Liability. The parties agree that at all times during the term of this Agreement that each shall maintain professional liability insurance with appropriate limits. Upon request, either party shall provide the other party with proof of such coverage.
17. Comprehensive and Property Damage Liability. Each party shall maintain, throughout the term of this Agreement, comprehensive general and professional liability insurance and property damage insurance coverage in amounts reasonably acceptable to the other party, and shall provide evidence of such coverage upon request to the other party.
18. Nonexclusive. This is not an exclusive agreement. Either party is free to contract with other institutions for transfer of patients.

IN WITNESS WHEREOF, Hospital one **HEALTH SYSTEM**, and Hospital two have duly executed this Agreement, effective on the date first written above.

HOSPITAL ONE

HOSPITAL TWO

By _____

Name:

Title.

(OGC 90546)

By _____

Name

Title